



WASHINGTON STATE DEPARTMENT OF
Natural Resources

PUBLIC AUCTION REAL PROPERTY FOR SALE

REAL PROPERTY SALE PAMPHLET NO. 49

Auction Date: February 26, 2009

The following State-owned real property is to be sold at public auction on the date, time, and place specified in the attached Real Property Sale Notice:

County	Land Sale No.	Appraised Value & Minimum Acceptable Bid	Transaction Costs	Approx. Acres	Property Name
Grant	02-082989	\$195,000 + **\$80,000	\$2,300	23.44	Wheeler East
Grant	02-082990	\$43,000	\$2,000	20.31	Road 6 & G
Grant	02-082991	\$42,000	\$2,000	20.19	Adams Road
Grant	02-083690	\$38,000	\$7,600	75.69	Potholes A
Grant	02-082988	\$124,000	\$11,100	110.68	Potholes B

**Lessee interest in improvements value



WASHINGTON STATE DEPARTMENT OF
Natural Resources

REAL PROPERTY SALE NOTICE
Grant County

Notice is hereby given that at the time and place listed below the following described property, owned by the State of Washington and managed by the Department of Natural Resources ("State"), will be offered for sale at public auction to the highest bidder.

Property Description

- 1. Wheeler East** Tax Parcel # 180196001
This agriculture/commercial zoned property contains approximately 23.44 acres. It is located on Road 'O' NE, ½ mile north of Wheeler. There are 2 large metal and concrete storage sheds on the property used for potato storage.
Minimum Bid \$195,000 **Bid Deposit \$19,000** **Transaction Costs \$2,300**

The Lessee-owned interest in the improvements is \$80,000 and the successful bidder must pay the \$80,000 immediately following the auction.

- 2. Road 6 & G** Tax Parcel # 151955000
This rectangular 20.31 acre agriculture zoned parcel was at one time used as a wildlife habitat by the state Department of Fish and Wildlife. 1-90 runs approximately 5 miles south of the property and Moses Lake, Ephrata and Quincy are all in equally close proximity to the parcel.
Minimum Bid \$43,000 **Bid Deposit \$4,000** **Transaction Costs \$2,000**

- 3. Adams Road** Tax Parcel # 151170000
This 20.19 acre parcel is zoned agriculture. Located approximately 5 miles southeast of Quincy, it is accessed by Adams Road.
Minimum Bid \$42,000 **Bid Deposit \$4,000** **Transaction Costs \$2,000**

- 4. Potholes A** Tax Parcel # 170049000
This 75.69 acre parcel is located approximately 4 miles southwest of the Potholes Reservoir. It is zoned agriculture and there is currently no access to this parcel.
Minimum Bid \$38,000 **Bid Deposit \$4,000** **Transaction Costs \$7,600**

- 5. Potholes B** Tax Parcel # 170038000
This 110.68 acre parcel is located approximately 2 miles south of the Potholes Reservoir. It is zoned agriculture, with access off of county road.
Minimum Bid \$124,000 **Bid Deposit \$12,000** **Transaction Costs \$11,100**

The mineral rights for all parcels will be retained by State.

State property is not subject to real property taxation. After the sale, purchased parcels may be subject to a proration of the current year's taxes.

Sale Location and Time: Sale will be by verbal bid at public auction to be held on:

Date: February 26, 2009

Time: 1:00 p.m.

Location: Grant County Commissioner's Hearing Room
Grant County Courthouse Annex, 2nd Floor
35 C Street NW
Ephrata, WA

Directions: The Courthouse is located at C Street and Division Street in Ephrata.

Specific terms and conditions of sale

Terms are cash only. Deposits are payable to the Department of Natural Resources and may be made in cash or by certified check, cashier's check, postal money order or by a bid bond guarantee. If a bid bond is used, Purchaser shall pay the cash equivalent to the State within ten (10) business days of the auction date in cash or by certified check, cashier's check, postal money order, or other method acceptable to the department.

The initial bid deposit shall be submitted at the place of auction *prior to the start of the auction* (before 1:00 p.m.) on February 26, 2009. Deposits will be returned to the unsuccessful bidders at the conclusion of each auction.

At the close of bidding, the successful bidder (Purchaser) is required to execute a Memorandum of Auction of Real Estate and, if applicable, an Assignment and Assumption Agreement. The balance of the purchase price and all other associated costs shall be due to the Department of Natural Resources at its Olympia main office as prescribed in the Memorandum of Auction of Real Estate.

Closing shall be as soon as practical for the State to issue a quitclaim deed from the Governor's office upon confirmation that the entire purchase price has been paid to the State Treasurer's office. If the Purchaser fails to complete the purchase as required, the State shall retain the bid deposit and any accrued interest, not to exceed five percent (5%) of the purchase price, as liquidated damages for the Purchaser's non-performance.

Information about the parcel offered for sale has been obtained from sources considered reliable, but State makes no warranties with respect to its accuracy. The terms of the sale are also posted in the Olympia and Southeast Region offices of the Department of Natural Resources and in the Grant County Auditor's office in the State of Washington.

For further information, including a copy of the Memorandum of Auction of Real Estate, please visit the DNR website at www.dnr.wa.gov or contact: Debi VanBuren, Project Manager at debi.vanburen@dnr.wa.gov or (360) 902-1600. Reference Grant County Auction.

GENERAL BIDDING PROCEDURES FOR PUBLIC AUCTION OF STATE LAND

- * Each person wishing to bid must deposit with the auctioneer, prior to the time set for the auction, a bid deposit in the amount specified in the Real Property Sale Notice. Bidders wishing to submit bids as agents for purchasers must also furnish, at this time, a power of attorney or other appropriate proof of authority to act on behalf of Purchaser.
- * The bid deposit must be in the form of cash or certified check, cashier's check, U.S. postal money order or bid bond guarantee acceptable and payable to the Department of Natural Resources.
- * The bid deposit constitutes an opening bid at the appraised value, which is the minimum acceptable bid. No state-owned real property can be sold for less than its appraised value.
- * Bidding is limited to those who have made the required bid deposit, and to those acting as agents who have also submitted appropriate proof of authority to so act.
- * All bidding shall be done orally.
- * The successful bidder's deposit will be retained on the day of the auction and will be applied to the purchase price upon sale confirmation.
- * If the volume of sales prevents a sale from being offered on the advertised date, the sale shall continue on the next following business day, between the hours of 10:00 a.m. and 4:00 p.m.
- * Property is not sold "subject to purchaser obtaining financing." Purchasers must obtain their own financing.
- * Sale will be awarded to the highest bidder, subject to confirmation by State under RCW 79.11.175.
- * Unsuccessful bidders will have their bid deposits returned at the conclusion of the auction sale.
- * The successful bidder will be required to execute a Memorandum of Auction of Real Estate and, if applicable, an Assignment and Assumption Agreement at the time of award of the sale.
- * State reserves the right to cancel the proposed public auction of any parcel of State-owned property at any time prior to the commencement of the auction.
- * All sales are governed by the terms and conditions contained in this Real Property Sale Pamphlet and the Memorandum of Auction of Real Estate. Purchasers become legally obligated to complete their purchases in accordance with these terms upon being awarded the sale by the auctioneer, subject only to confirmation pursuant to RCW 79.11.175.

GENERAL TERMS AND CONDITIONS OF SALE

Property, Conveyance and Title Insurance

In the event of a conflict between the terms set forth herein and the Memorandum of Auction, the Memorandum of Auction shall control.

- * The property to be sold is described in the Real Property Sale Notice.
- * All of State's interest as lessor or sublessor in any leases, rental, or occupancy agreements covering any portion of the property, and exclusive easements, rights of way, water rights, and other rights used in connection with the property will be conveyed unless the Real Property Sale Notice lists rights that will be reserved.
- * All property sold is subject to the provisions of RCW 79.36.370 relating to easements for removal of valuable material.
- * Oils, gases, minerals, etc., as described in RCW 79.11.210, are reserved from sale.
- * All property is sold subject to all assessments unpaid at time of sale.
- * All property is sold "**AS IS, WHERE IS.**" Bidders are encouraged to examine the property offered for sale to ascertain for themselves the condition of the property, and the existence, if any, of encumbrances, encroachments, etc. State does not make, and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, about property offered for sale, including, but not limited to any improvements located thereon, and no employee or agent of State is authorized otherwise. The foregoing specifically excludes warranties with respect to the existence or nonexistence of any pollutants, contaminants, or hazardous waste prohibited by law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration, or escape of such substances at, from, or into any State land offered for sale. Purchaser shall fully release State from any and all liability to the Purchaser arising out of or related to the condition of the property prior to closing. Purchaser shall indemnify, defend, and hold harmless State with respect to, but not limited to any claims, damages, liabilities, penalties (civil and criminal), and any other costs, including attorney's fees and costs imposed or related to any hazardous, toxic, dangerous, or harmful substances on the property, deposited or released after closing.
- * State conveys title by quitclaim deed and shall arrange for the quitclaim deed to be executed by the Governor and recorded upon confirming that the State Treasurer has received the full purchase price and other payments required of the Purchaser.
- * The State does not furnish title insurance.
- * Closing shall occur at the department's Olympia office.
- * Purchaser must also execute any other documents necessary to consummate sale as provided herein.
- * Each Bidder agrees to execute a Limited License to Inspect Property in the form attached prior to entering Property for inspection purposes.

Confirmation

- * The State's obligation to consummate sales is subject to confirmation of sales by the Department as described in RCW 79.11.175.

Purchase Price and Payment

- * The purchase price consists of the amount of the winning bid, which will be at or above the appraised fair market value, and other charges as per the Real Property Sales Notice applicable to this sale.
- * Full payment of the purchase price shall be made in the form and within the time specified in the Real Property Sale Notice.

Destruction or Condemnation

- * If on or before the date set for full payment of the purchase price, the property is either materially damaged, or condemnation proceedings are commenced with respect to the property, Purchaser shall have the right, at its sole election, by giving notice to State, either to terminate the purchase or to purchase the property. If Purchaser elects to terminate the purchase, the bid deposit will be returned to Purchaser and all rights and obligations of Purchaser and State shall terminate. If Purchaser elects to purchase the property, insurance proceeds, if any, or condemnation awards payable by reason of the damage or condemnation shall be paid to Purchaser.

Notices

- * Any notices given by State to the successful bidder shall be in writing and shall be deemed given upon personal service or deposit in the United States first class mail, postage prepaid, addressed to the bidder at the last address furnished by him or her in writing.

Prorations

- * State property is not subject to real property taxation. After the sale, this property may be subject to a proration of the current year's taxes.

Real Estate Commissions

- * State does not engage real estate agents in connection with public auction sales. Any real estate agent or broker acting in connection with any sale shall be deemed to be the sole agent of Purchaser, and Purchaser shall pay any real estate commission payable in connection therewith.

Assignment

- * No purchaser of State land may assign its purchase rights without the prior written consent and acceptance by the State, which consent and acceptance the State can withhold in its sole and absolute discretion.

Possession

- * Purchaser of State land is entitled to possession upon execution of the deed by the Governor, subject to any existing leases and rights of persons in possession of the property, unless otherwise noted in the Real Property Sale Notice.

Miscellaneous

- * Venue for any disputes involving auction sales shall be in Thurston County.
- * The representations, warranties, and obligations of Purchaser that are intended to be operative on and after conveyance in order to be fully effective shall be so operative and shall be deemed not to have merged in the deed.

This Real Property Sale Pamphlet is issued pursuant to RCW 79.11.130. Bidders may request a copy of the Memorandum of Auction of Real Estate, which contains the complete terms applicable to this sale.

For further information contact:

Debi VanBuren, Project Manager
Washington State Department of Natural Resources
Phone: (360) 902-1600
E-mail: debi.vanburen@dnr.wa.gov
Reference: Sale Pamphlet No. 49



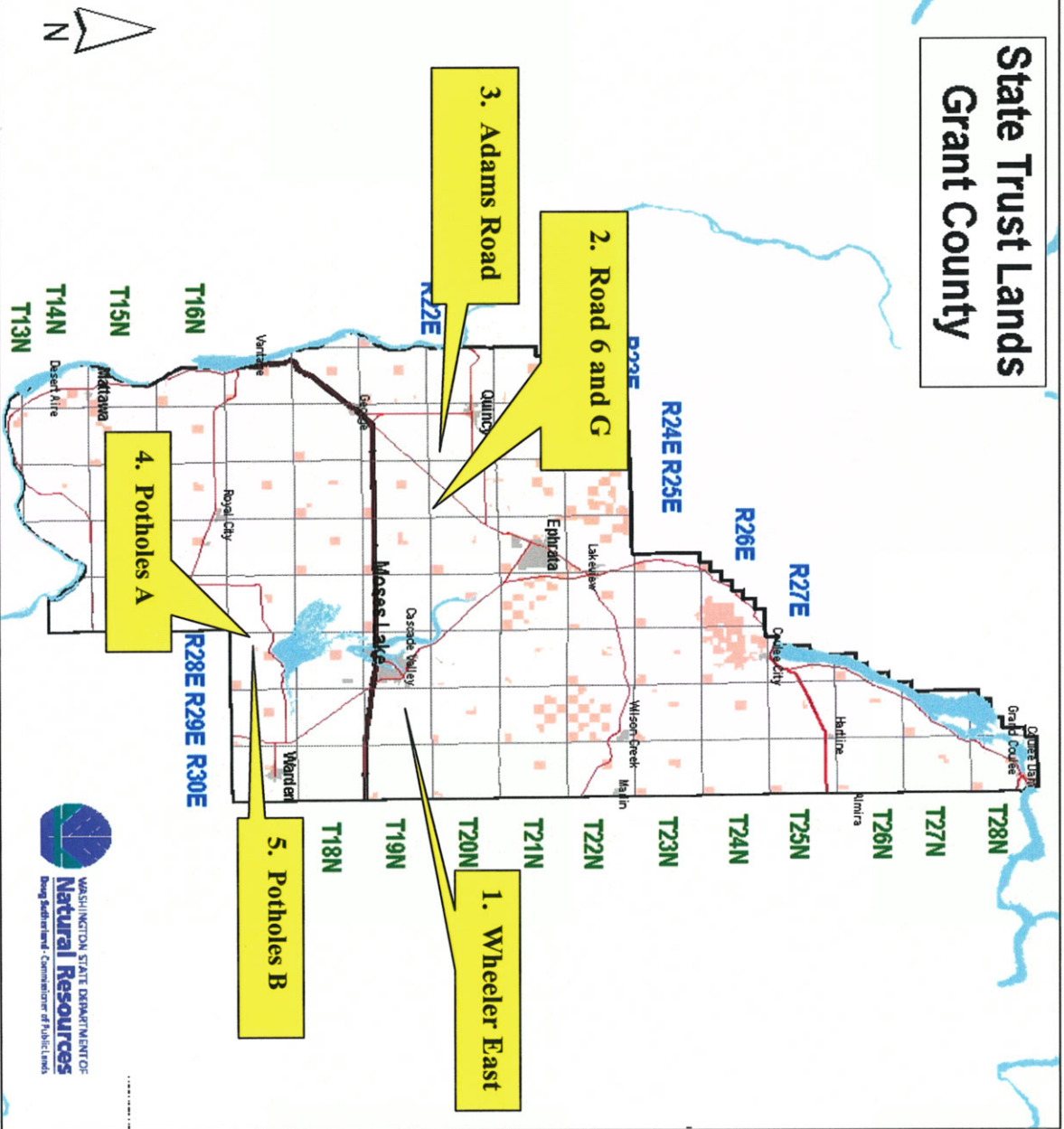
WASHINGTON STATE DEPARTMENT OF
Natural Resources

PUBLIC AUCTION

State trust parcels in Grant County

Date: February 26, 2009
Time: 1:00 p.m.
Grant County Commissioner's Hearing Room
Grant County Courthouse Annex, 2nd Floor
35 C Street NW
Ephrata, WA

**State Trust Lands
Grant County**





WASHINGTON STATE DEPARTMENT OF
Natural Resources

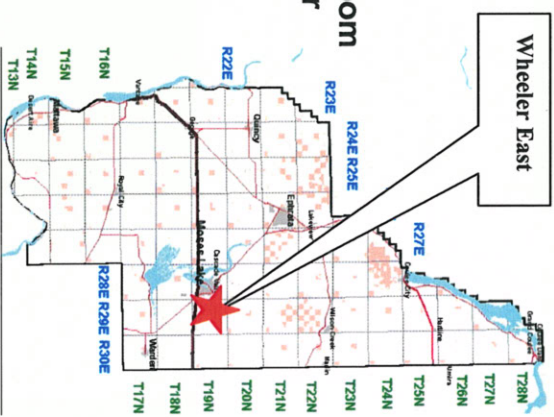
PUBLIC AUCTION: WHEELER EAST
State Trust Parcel in Grant County 02-082989

Minimum Bid: \$195,000 Bid Deposit: \$19,000 Transaction Costs: \$2,300
Lessee-owned interest in structures: \$80,000

February 26, 2009

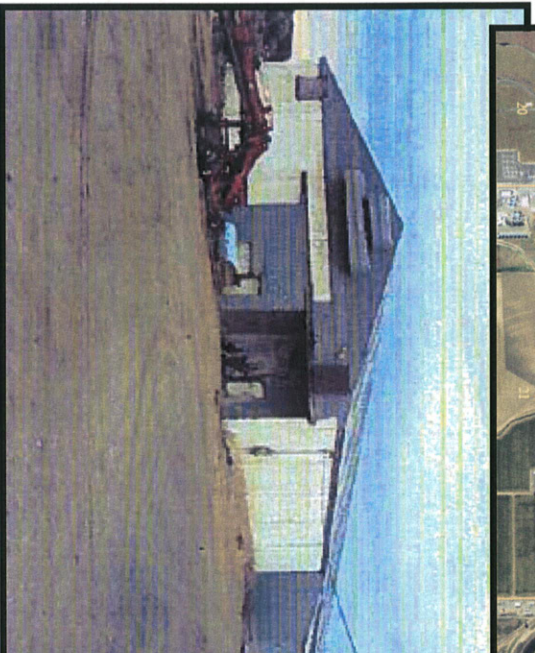
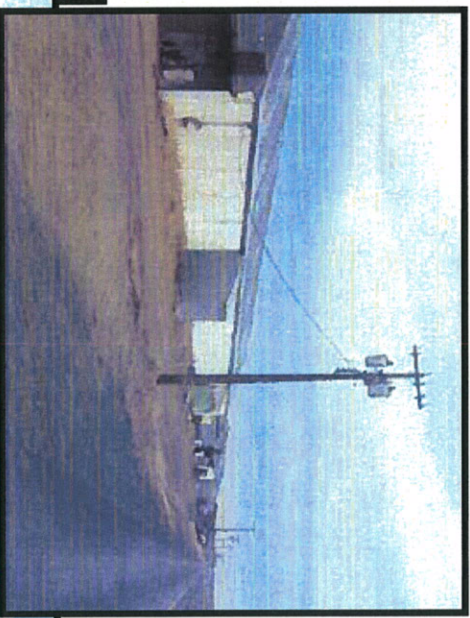
TIME:
WHERE:

1:00 p.m.
Grant County Commissioner's Hearing Room
Grant County Courthouse Annex, 2nd Floor
35 C Street NW
Ephrata, WA



Parcel Number: 180196001
Legal Description: Portion of NE4 of 16-19N-29E
Location: O Road NE, 1/2 mile north of Wheeler
Size: 23.44 acres
Surrounding Land Uses: Agriculture/Commercial
Improvements: 2 concrete and metal buildings (1/2 interest State and 1/2 interest lessee)
Zoning: Agriculture
Access: Public Road (Road O NE)

On the day of the auction
the successful bidder must
also pay \$80,000 for the
value of the improvements
located on the property.





WASHINGTON STATE DEPARTMENT OF
Natural Resources

PUBLIC AUCTION: ROAD 6 & G
State Trust Parcel in Grant County 02-082990

Minimum Bid: \$43,000 Bid Deposit: \$4,000 Transaction Costs: \$2,000

February 26, 2009

TIME: 1:00 p.m.

WHERE:

Grant County Commissioner's Hearing Room
Grant County Courthouse Annex, 2nd Floor
35 C Street NW
Ephrata, WA

Parcel Number: 151955000

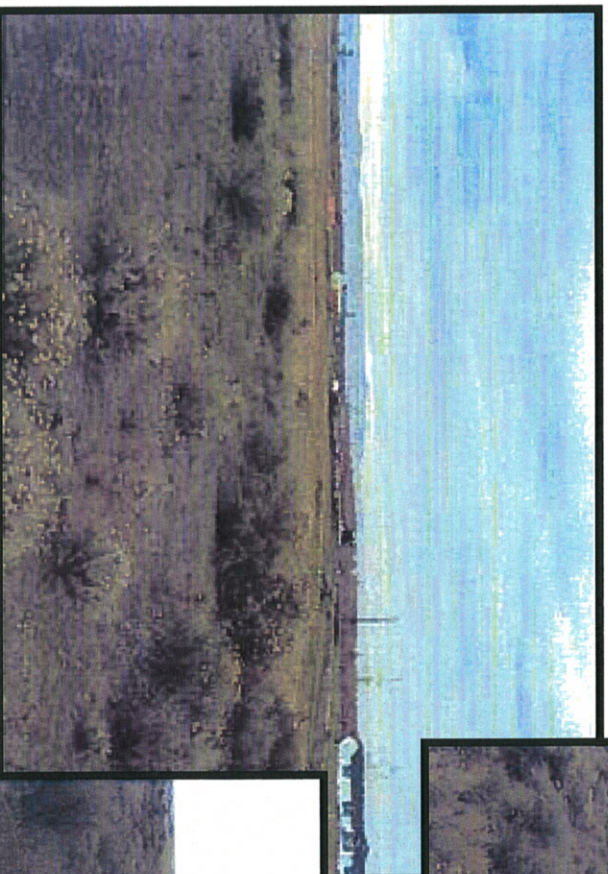
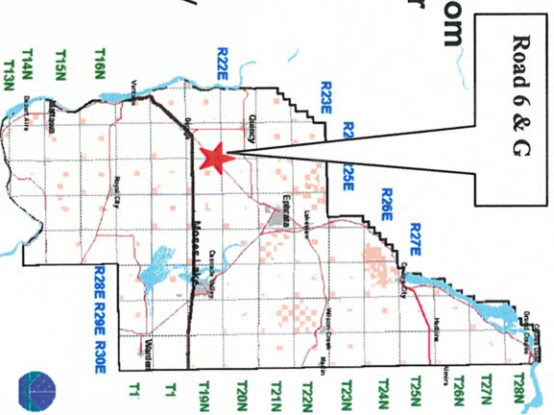
Legal Description: Portion of SE4 of 36-20N-25E

Location: Road 6 – 10 miles southeast of Quincy

Size: 20.31 acres

Surrounding Land Uses: Agriculture/Commercial

Access: Public Road (Road 6)





WASHINGTON STATE DEPARTMENT OF
Natural Resources

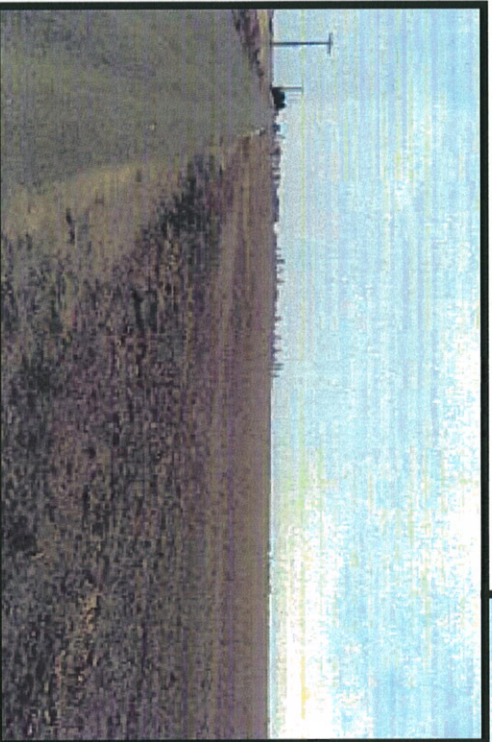
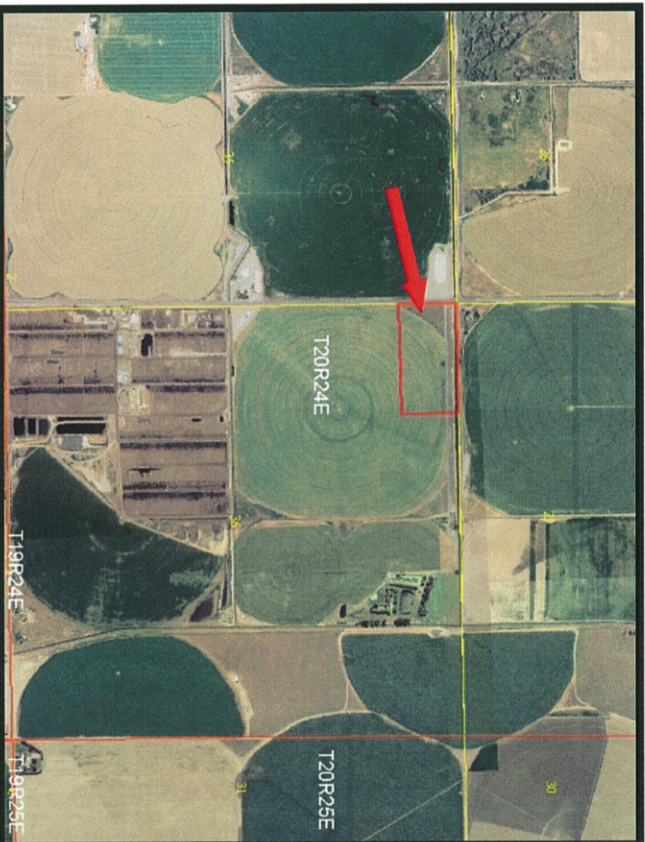
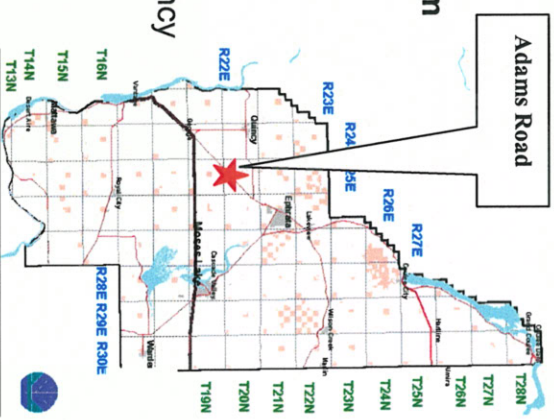
PUBLIC AUCTION: ADAMS ROAD
State Trust Parcel in Grant County 02-082991

Minimum Bid: \$42,000 Bid Deposit: \$4,000 Transaction Costs: \$2,000

February 26, 2009

TIME: 1:00 p.m.
WHERE: Grant County Commissioner's Hearing Room
Grant County Courthouse Annex, 2nd Floor
35 C Street NW
Ephrata, WA

Parcel Number: 151170000
Legal Description: Portion of NW¼ of 36-20N-24E
Location: Adams Road – 4 miles southeast of Quincy
Size: 20.19 acres
Surrounding Land Uses: Agriculture/Commercial
Access: Public Road (Adams Road)





WASHINGTON STATE DEPARTMENT OF
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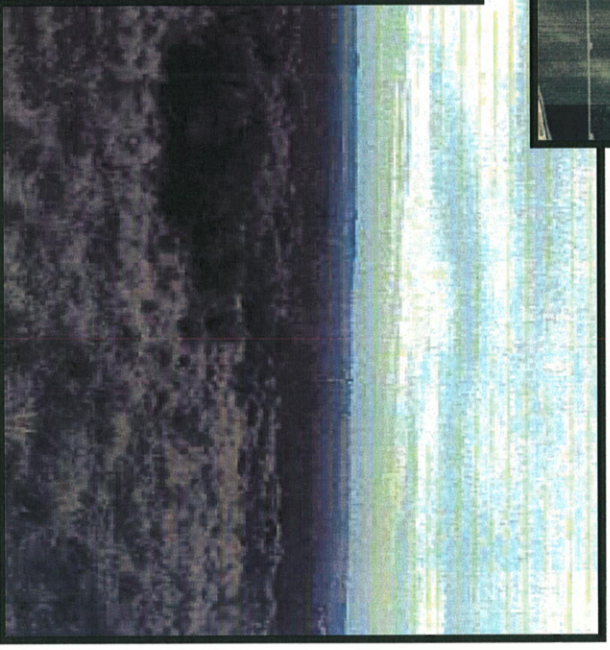
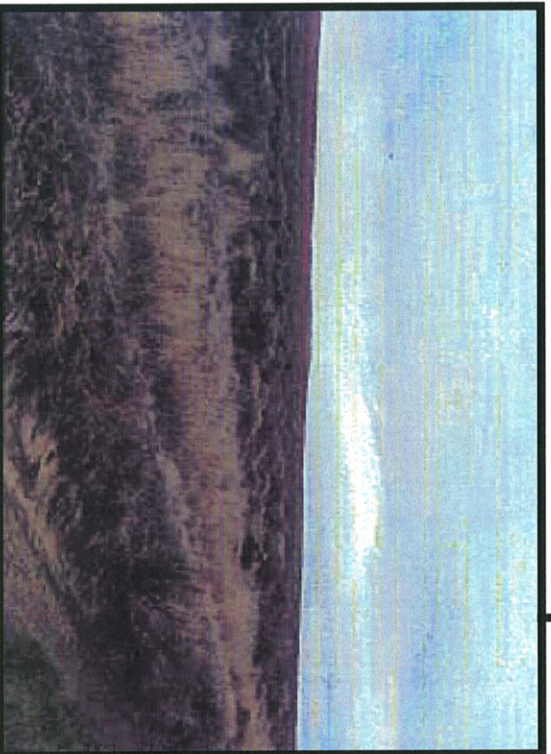
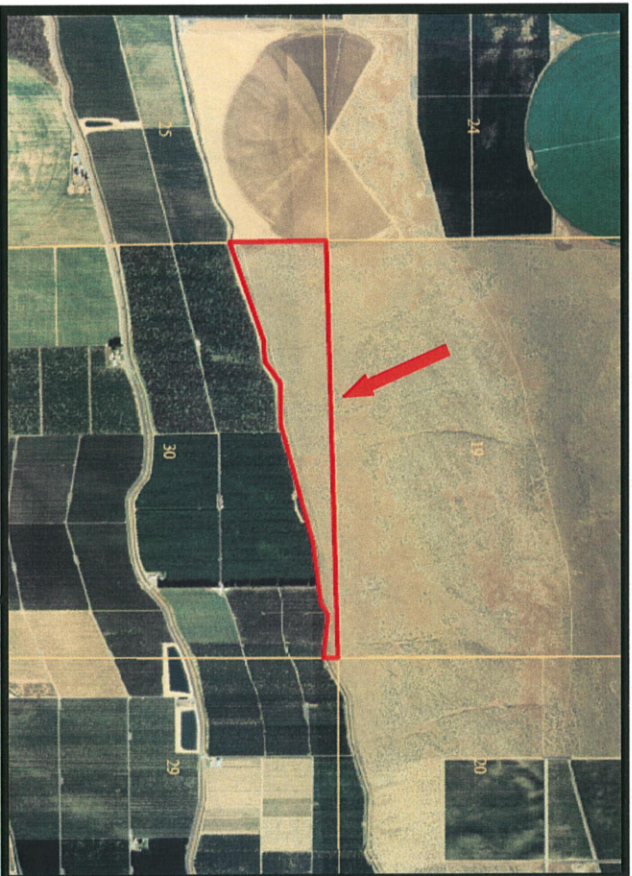
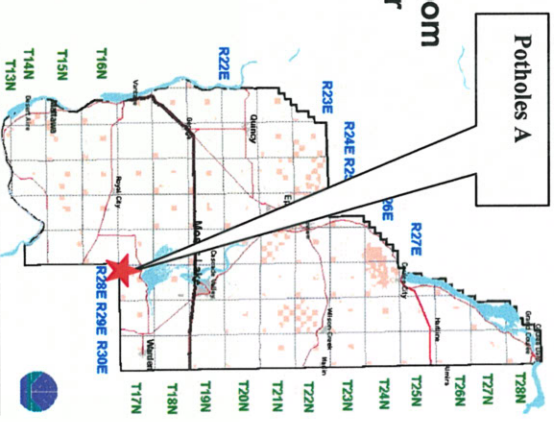
PUBLIC AUCTION: POTHOLES A
State Trust Parcel in Grant County 02-083690

Minimum Bid: \$38,000 Bid Deposit: \$4,000 Transaction Costs: \$7,600

February 26, 2009

TIME: 1:00 p.m.
WHERE: Grant County Commissioner's Hearing Room
Grant County Courthouse Annex, 2nd Floor
35 C Street NW
Ephrata, WA

Parcel Number: 170049000
Legal Description: Portion of the N2 of 30-17N-28E
Location: 12 miles northwest of Othello
Size: 75.69 acres
Surrounding Land Uses: Agriculture/Commercial
Access: No Access





WASHINGTON STATE DEPARTMENT OF
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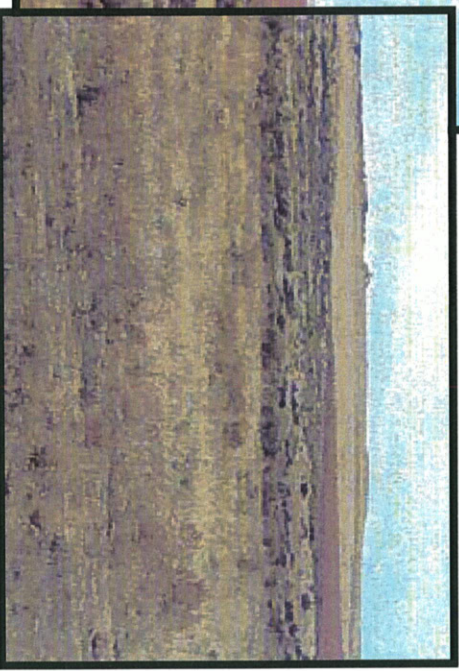
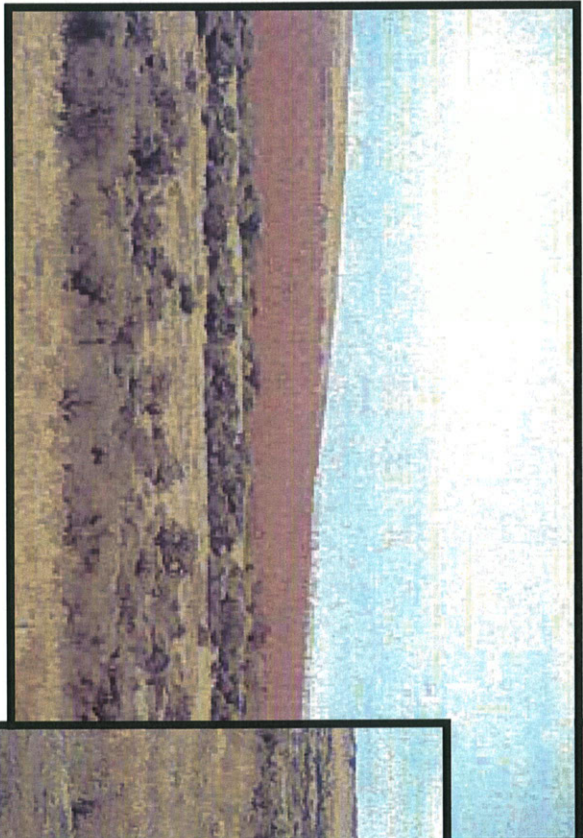
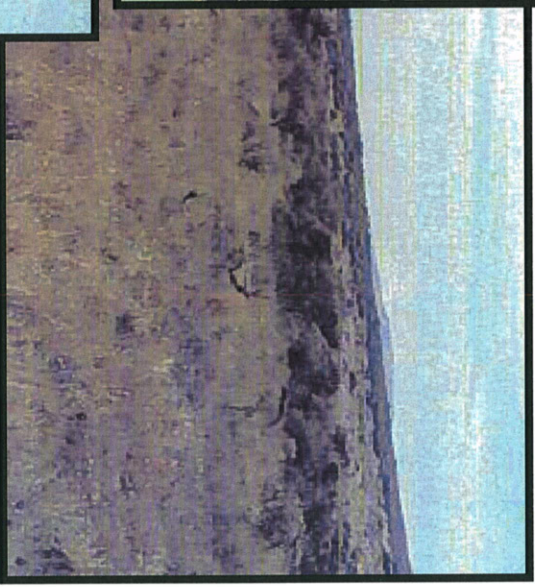
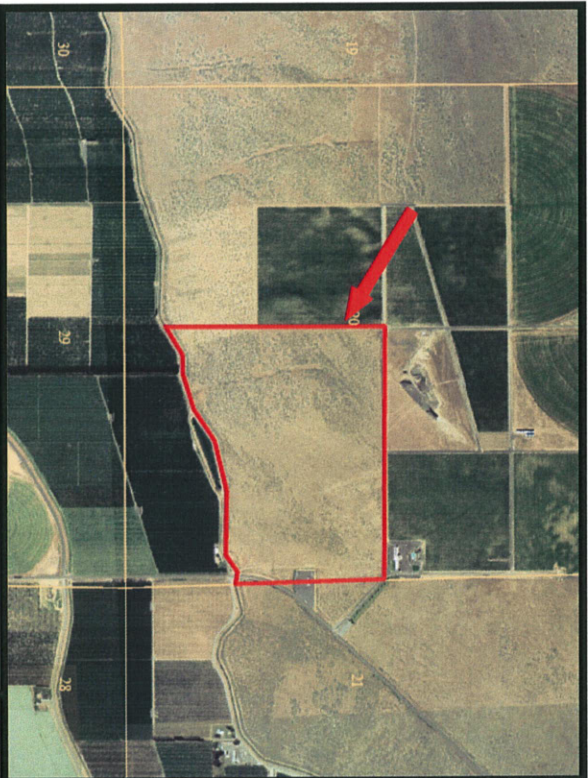
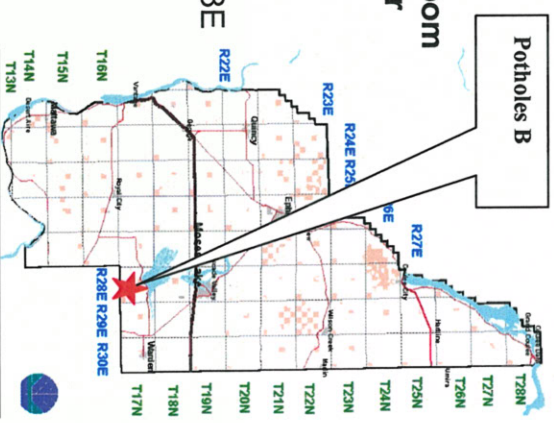
PUBLIC AUCTION: POTHOLES B
State Trust Parcel in Grant County 02-082988

Minimum Bid: \$124,000 *Bid Deposit:* \$12,000 *Transaction Costs:* \$11,100

February 26, 2009

TIME: 1:00 p.m.
WHERE: Grant County Commissioner's Hearing Room
Grant County Courthouse Annex, 2nd Floor
35 C Street NW
Ephrata, WA

Parcel Number: 170038000
Section/Township/Range: Portion of the SE4 of 20-17N-28E
Location: 11 miles northwest of Othello
Size: 110.68 acres
Surrounding Land Uses: Agriculture/Commercial
Access: Public Road



LIMITED LICENSE TO INSPECT PROPERTY

In consideration for the State granting _____ [name of bidder] (“Bidder”) the legal authority to enter the property legally described in the Real Property Sale Notice for the _____ property in Grant County hereto (Property) for the purpose of inspecting the Property prior to the auction of the same, the undersigned as principle, or as agent for the principle with full lawful authority to execute this license, agrees to defend, protect, save, and hold harmless the State, its officers, agents, and employees from any and all claims, liens or costs, damages, fees and expenses (including but not limited to attorney’s and paralegal’s fees, costs and expenses, including costs and fees incurred on appeal and in bankruptcy, as well as consultant’s fees and costs) suffered due to the actions of the Bidder and actions of the Bidder’s agents or employees in exercising such rights of entry or inspections under this License. The Bidder will be responsible for the payment of any fines or penalties charged against the State or the Bidder, or for any employees or equipment while under the Bidder’s control, employment, or direction. This license limits the inspection rights to visual inspection only; there will not be any invasive testing methods used without additional written authority from the State.

Bidder:

Name	_____
Title	_____
Date	_____